

WHISARD Compliance Action Report

U.S. Department of Labor

Wage and Hour Division

Case ID: **1785930** Originating District: **Tampa FL District Office**
Local Filing Number: **2016-342-27294** Investigating District: **Tampa FL District Office**
WHMIS Case Number: Lead Investigator: **(b)(6)&(7)(C)**
Registration Date: **03/07/2016**
Assignment Date: **03/07/2016**

Employer Information

Trade Name: **Amazon Logistics, Inc.**
Address: **300 Deschutes Way SW**
Suite 304

Tumwater, WA98501

Legal Name: **Amazon Logistics, Inc.**
EIN: **46-2253889**
County: **Thurston**
NAICS Code: **492110**
No. Of Employees: **(b) (4)**

Investigation Information

Period Investigated From: **12/06/2015**
To: **02/06/2016**
Investigation Type: **(b) (7)(E)**
Investigation Tool: **Limited Investigation**
Compliance Status: **Agree to Comply**

BNPI:
Reinvestigation: ☐
Recurring Violation: ☐
Future Compliance Agreed: ☒
Involved in AG: ☐

Recommended Action:

BWFS:	<input type="checkbox"/>	RO/NO Review:	<input type="checkbox"/>
CMP:	<input type="checkbox"/>	Follow Up Investigation:	<input type="checkbox"/>
Litigation:	<input type="checkbox"/>	Other Action:	<input type="checkbox"/>
Civil Action:	<input type="checkbox"/>	Denial of Future Certificate:	<input type="checkbox"/>
Criminal Action:	<input type="checkbox"/>	BW Payment Deadline:	03/07/2016
Submit For Opinion:	<input type="checkbox"/>	Trailer forms attached:	<input type="checkbox"/>

CL

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
No Violation found for this act / Compliance (no violations found)					\$0.00	\$0.00	

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FLSA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
<i>Failure to pay Minimum Wage / Agree to Comply</i>	120	120	\$95,027.92	\$95,027.92	\$0.00	\$0.00	
<i>Failure to pay proper overtime / Agree to Comply</i>	74	74	\$74,631.22	\$74,631.22	\$0.00	\$0.00	
<i>Failure to keep accurate records / Agree to Comply</i>	1	0	\$0.00	\$0.00	\$0.00	\$0.00	
FLSA Totals:	120	120	\$169,659.14	\$169,659.14	\$0.00	\$0.00	
Total Violations Under FLSA:	195						\$0.00

FMLA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
<i>No Violation found for this act / Compliance (no violations found)</i>					\$0.00	\$0.00	
FMLA Totals:	0	0	\$0.00	\$0.00	\$0.00	\$0.00	

* CMPs computed do not necessarily indicate CMPs assessed.

Unduplicated Employees Found:	120	Unduplicated Employees Agreed:	120
Total Amount BWs Computed:	\$169,659.14	Total Amount BWs Agreed:	\$169,659.14
Total Amount LDs Computed:	\$0.00	Total Amount LDs Agreed:	\$0.00

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Conclusions & Recommendations:

23.5 hrs. 3(s)(1)a. (b) (7)(D) stated ER failed to pay 2 bi-weekly payrolls. Allegations true. Joint Employed with VHU Express. ER failed to pay (b) (4) EE BW for 2 payrolls. Section 206,207 and 211 violations. Amazon sent check in one lump sum for DOL to pay workers directly. REC ADMIN CLOSE

WHI Signature: _____ Date: **03/08/2016**

Reviewed By: _____ Date: _____

2016 FLSA NARRATIVE

Company	Amazon Logistics, Inc. 300 Deschutes Way SW Suite 304 Tumwater, WA 98501
Attorney	<u>All Correspondence mailed to:</u> Mr. Neil M. Alexander Littler Mendelson, PC Camelback Esplanade 2425 East Camelback Road Suite 900 Phoenix, AZ 85016 (602) 474-3612

FEI/EIN Number		46-2253889
Case Number		2016-342-27294
Case ID		1785930
		<p>This case linked to the VHU Express, Inc. Case ID: 1783381</p> <p>VHU Express, Inc. hired the employees to provide the local delivery of packages from Amazon warehouses. Due to the joint employment factors below, Amazon Logistics, Inc. is held as a Joint employer and this file was set up to record that the back wages were paid by Amazon Logistics, Inc.</p>

COVERAGE

Organization and Ownership		<p>Amazon Logistics, Inc. is a Delaware For Profit Corporation established in July 1994. They are a subsidiary of Amazon.com. Corporate records indicate the following individuals as the Officers: (See Exhibit C-3):</p> <p>President: Nader Kabbani Secretary: Da Wai Hu Vice President/Treasurer: Kurt Zumwalt Vice President/Secretary: Stephanie Burns</p>
203(d) Employer		<p>Based on statements, it has been determined that the local Amazon warehouse managers meet the definition of an employer under 203(d) of the Fair Labor Standards Act and has successor liability for the following reasons: (See Exhibits B-2, C-1, D-7 and D-8)</p>

		<p>Make the determination as to the amount of routes/work per day for the workers.</p> <p>Has the ability to fire workers at the warehouse sites based on uniform adherence, possible drug usage (can demand immediate drug testing of workers) and not performing work to Amazon standards (such as worker not delivering packages)</p>
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Sales Volume		Amazon Logistics, Inc. is a subsidiary of Amazon.Com. In 2015, Amazon.com reported approximately \$ (b) (4) in net volume. (See Exhibit C-2)
Enterprise Coverage		203(s)(1)a: The company has made approximately (b) (4) in 2015. The employer's ADV in excess of \$500,000.00 and they have handled goods that have moved in interstate commerce (i.e. delivering goods that have moved across state lines from fulfillment centers to warehouses for the end user deliveries). (See Exhibit C-2)
Nature of Business		Amazon is an electronic commerce and cloud computing company who is headquartered Seattle, Washington. They are an Internet-based retailer in the United States that started as an online bookstore, later diversifying to sell DVD's and Videos downloads/streaming, MP3 downloads/streaming, audiobooks downloads/streaming, software, electronics, apparel, furniture, food, toys and jewelry. The company also produces consumer electronics such as the Amazon Kindle (eReaders), tablets, etc.
Other Establishments		Corporate office for Amazon Logistics, Inc. is in Seattle, Washington however they have fulfillment centers and warehouses located in 28 states and Canada.

Number of Employees		This case is limited to the (b) (4) workers who are jointly employed with VHU Express, Inc. and Amazon Logistics, Inc. The workers performed worked at the two locations in Boston, Massachusetts (Chelsea and Dedham), two locations in Miami, Florida (Miami Gardens and Dural) and at the corporate office in Tampa, Florida.
Investigative Period		December 6, 2015 to February 6, 2016.
Limitation of Investigation		This is a limited investigation of the missed payrolls for VHU Express, Inc. that worked at the Amazon Logistics, Inc. warehouses in Boston, Massachusetts (Chelsea and Dedham), and two locations in Miami, Florida (Miami Gardens and Dural) and at the corporate office in Tampa, Florida.

MODO Information		Tampa is the MODO for VHU Express, Inc. Please Note: Since joint employment has been established with Amazon Logistics, Inc., their MODO is the Seattle DO. MODO was sent on 2/2/16. MODO requested that the full Joint Employment factors and to proceed with calling Amazon to try to obtain payment for the workers. (See Exhibit D-1)
Prior History		There is no prior history of this employer.

Joint Employment

VHU Express, Inc. was performing duties as Delivery Service Providers with Amazon Logistics, Inc. via a work order agreement. Based on the following factors, it has been determined that there is joint employment between VHU Express and Amazon Logistics.

Directing, Controlling, or Supervising the Work Performed: According to Mrs. Bythewood, in a signed statement, Amazon controlled the amount of routes they were given each day at each facility. There was no set amount in the original work order and Amazon had the ability to not provide routes at all. When VHU Express started performing Delivery Service duties for Amazon Logistic, she mandated that her “employees” wear VHU logo shirts, hats and safety vests. She was also able to set rates of pay for the Driver Associates (DA). Mrs. Bythewood stated that changed when Amazon Logistics changed their policy and mandated that all DA's wear Amazon logo shirts, hats, safety vests, Amazon logos were required to be put on all delivery vans and Amazon set the rates of pay for all DA's as well. Also Amazon sent an email to all Delivery Service Providers (including VHU Express) stating the rates of pay for the DA's will now change and Amazon said they are based on the U.S. Labor Statistics Median Wage for SOC Code 53-3033 and became effective 10/6/2015. Amazon also sets the rate for the routes (which also vary based on locations), fuel allowances and dispatcher fees. **(See Exhibits B-2, B-3, D-4, D-7 and D-10)**

Controlling Employment Conditions: VHU Express, Inc. entered into a Work Order agreement with Amazon Logistics, Inc. as a Delivery Service Provider (DSP) on May 5, 2015 to provide delivery services to Amazon customers. Ms. Lisa Bythewood, CEO of VHU Express, Inc. stated the Amazon Work Order was approximately (b) (4) of their total revenue income. On October 16, 2015, VHU Express received an email from Amazon Logistics outlining their new background check policy for Driver Associates (DA) making deliveries for Amazon Logistics. This new policy required VHU Express, Inc. to use a company called (b) (4) (b) (4) (for criminal background checks and motor vehicle record checks). Amazon provided this company with their required background check search components and decision criteria. This change required VHU Express to pay a \$(b) (4) deposit to the company, Accurate Background. In addition, each background check will cost VHU Express \$(b) (4) per DA applicant plus any applicable court and/or state fees. Based on the background checks, Amazon would then inform VHU Express which DA's they wanted on the contract. In addition to the required company for background checks, Amazon required all DA's who met their approval to take the required Amazon driving test as well. Prior to the contract with Amazon, VHU decided which company they would use to provide their background checks and would also administer their own driving test. **(See Exhibits B-2, C-1, D-4, and D-9)**

In addition to hiring of DA's, Mrs. Bythewood indicated Amazon would also dictate who they no longer wanted working as Driver Associates. In a signed statement, Mrs. Bythewood said they had a situation with a DA in the Boston warehouse. This DA was subjected to a drug test by the Amazon Site Manager, (b)(6)&(7)(C). The Site Manager stated he smelled marijuana on this individual, required the VHU dispatcher drug test the individual and provided the drug test. This test was administered at the Amazon warehouse site. When this drug test came back negative, the Site Manager directed the VHU Dispatcher to administer another drug test the next day. According to Mrs. Bythewood, this employee was using a lotion that had hemp oil as an ingredient and this was the cause of the smell. Once this was explained, the Site Manager allowed the individual to remain working at the Amazon warehouse. **(See Exhibit B-2)**

Permanency and Duration of Relationship: The work order agreement between VHU Express and Amazon Logistics does not have an end date and the ability to be placed at other Amazon distribution warehouses was within the agreement. According to Mrs. Bythewood, this Amazon work order represented (b)(4) of their total gross earning for VHU Express and they were anticipating performing delivery services in their additional warehouses. **(See Exhibits B-2, C-1 and D-4)**

Repetitive and Rote Nature of Work: All DA's are required to report to the Amazon warehouse. The DA's are required to clock in/out, meet with dispatcher to obtain route and then deliver packages to the Amazon customers. This work is the same each day and the only thing that changes is who the packages are delivered to. The work performed by the DA's are the same for all Delivery Service Providers that have work orders with Amazon Logistics.

Integral to Business: According to Mrs. Lisa Bythewood, this Amazon work order was (b)(4) of total business income. Since Amazon Logistics does not have employees who perform the delivery duties, they are dependent on Delivery Service Providers to meet the demands of the Amazon customer purchases. **(See Exhibit C-1)**

Work Performed on Premises: All work performed by the DA's starts at the Amazon Warehouse and the work performed by the Dispatcher is spent at the Amazon warehouse. All Dispatchers, DA's and Amazon employees are required to wear the Amazon badge to enter the Amazon facility. When the Dispatcher arrives, they are issued an Amazon laptop for which they perform all tasks required by them. The DA's are required to use the Amazon scanners when delivering the customer packages for tracking purposes and all the packages are packed into the vans using the Amazon cargo bags. All DA's must return at the end of the routes to the Amazon warehouse and finish their day downloading the scanners and returning all Amazon equipment. (See **Exhibit B-2**)

Performing Administrative Functions Commonly Performed by Employers: All Delivery Service Providers are required to work out of the Amazon warehouses, each DSP is given one table located in the warehouse, issued an Amazon laptop for the day and provides all DA's with a scanning device known as DORAs. Before any DA's are hired with DSP's, per Amazon policy, they are to utilize the Amazon background check company to determine if Amazon Logistics wants that person to work at their warehouse and must go through the Amazon driving test. (See **Exhibits B-2 and B-3**)

EXEMPTIONS

The following exemptions are claimed and properly applied however since this investigation was limited to the missed payrolls, no other exemptions were explored:

541.100		<p>Lisa Bythewood-CEO, \$(b) (4) /year Craig Bythewood-CFO, \$(b) (4) /year <u>Owners:</u> Mr. & Mrs. Bythewood own VHU Express, Inc. They both earn a salary more than \$455 per week. Their primary duty is to manage the business, make all financial decisions and manage the department heads along with the administrative staff. As owners, their exemption status was not questioned. (See Exhibits B-3, B-4 and C-1)</p> <p>Other relatives (spouse, child or parent) have not been checked for the exemption due to FOH 52f12.</p>
213(b)(1)		<p>This exemption is not applicable due to the fact that the workers are driving a cargo type van that weighs less than 10,000 lbs. Each cargo van weighs approximately 4,000 to 5,800 lbs. and varies due to the Make and model which was provided by Mrs. Bythewood. The make/models are Dodge Pro Master 4420 and the Ford Transit 5800.</p>

STATUS OF COMPLIANCE

(b) (7)(D)		(b)(6)&(7)(C)
Telephone		(b)(6)&(7)(C)
Allegation		<p>(b) (7)(D) alleged that the employer did not pay all workers for a period of four weeks (1/10/16 to 2/6/16). (b)(6)&(7)(C) stated that the Miami employees at both locations were not paid.</p> <p>The allegation was substantiated. VHU Express, Inc. had workers at both the Miami, Florida (Miami Gardens & Doral) and Boston, Massachusetts (Chelsea & Dedham) Amazon warehouses in addition to the corporate office in Tampa, Florida that did not receive payment of wages for four (4) weeks.</p>
Back Wages Due		\$1,736.40

(b) (7)(D)	Interviewed	Yes (See (b) (7)(D) Section and B-5)
Notification		<p>A voice mail message was left for (b)(6)&(7)(C) on Tuesday, March 08, 2016 at approximately 1:50pm. He was notified to contact WHI (b)(6)&(7)(C) at (b)(6)&(7)(C) for an update.</p>

FLSA SECTION 206

Minimum wage violations were found during the course of the investigation. Due to the missed payrolls, minimum wage was found for the workers who were not paid wages for the hours worked. The computation was made for weeks in which the employee did not work hours over 40 by multiplying the

hours worked by federal minimum wage of \$7.25/hour. (See Exhibits A-1 to A-120)

Example: 22.6 hours worked X \$7.25/hour = \$163.85 due

120 EE are due a total of \$95,027.92 in MW BW's.

FLSA SECTION 207

Overtime violations occurred during the course of the investigation. Due to the missed payrolls, there were overtime violations that occurred for the employees who worked hours over 40 in each week. Also, the salaried employees were also due the full salary for the weeks in which the employer failed to pay. Since all hours for the employee have been computed at the Federal Minimum wage for reporting purposes, the difference between the regular rate paid and the minimum wage computed was multiplied by all hours worked for hourly employees. The additional half time (of the regular rate) was paid for hours over 40. For Salaried employees, 40 hrs were charged at MW and the difference of the salary and that calculation is considered the overtime due. (See Exhibits A-2, A-4)

Example: EE worked 45 hours, rate of pay \$12.88

$40 \times \$12.88 = \515.20 , $\$12.88 \times 1.5 \times 5 = \96.60 . DUE: $\$515.20 + \$96.60 =$
 $\$611.80 - \$326.25 (45 \times \$7.25) = \text{OT BWS due} = \285.55

74 EE's are due a total of \$74,631.22 in OT BW's.

Total of 120 EE's due \$169,659.14 in MW AND OT BW's.

FLSA SECTION 211

The company has daily and weekly start and ending time for all employees recorded at the payroll company, however is unable to provide it to DOL claiming they owe the payroll company (b) (4) who

will not provide the detail until they pay the outstanding debt owed. Since the employer is not providing those records, (and until is proven that they are maintained), Section 211 is considered in violation. The employer provided weekly total hour that employees do not dispute are accurate.

FLSA SECTION 212

During the initial conference, Lisa Bythewood, VHU Express, Inc. stated that they only hire workers who are 21 years or older due to the nature of the business. (See **Exhibit C-1**)

FMLA

The FMLA Act is applicable to this employer. For the last 20 weeks of the calendar year, this employer had up to (b) (4) employees on payroll. Since the employer had employees based in Boston and Miami, there were more than 50 employees at each location. The Fact Sheet 28D was provided during the initial conference to Mrs. Bythewood, CEO of VHU Express, Inc.

DISPOSITION

On February 17, 2016, WHI (b)(6)&(7)(C) held the initial conference with Lisa Bythewood, CEO. She was given the FLSA handy reference guide with all the pertinent SBREFA information necessary and they indicated that there are no 16(b) lawsuits pending as of this date. Mrs. Bythewood confirmed that there were 4 weeks of pay that have not been paid to the Miami, Boston and Tampa drivers and dispatchers and 2 weeks of pay that have not been paid to the salaried employees. WHI (b)(6)&(7)(C) informed her that she cannot work employees knowing she does not have the money to pay for the hours worked. Also, WHI (b)(6)&(7)(C) informed her that she will need to come up with the funds necessary to meet the payrolls and also explained the minimum wage and overtime requirements of the FLSA.

During the initial conference, it was explained that Amazon Logistics started paying the invoices sent by VHU Express about 90-120 days late which was the cause of the cash flow issues since the Amazon work order is (b) (4) of their gross income. In order to get cash flow needed to pay the worker wages and

maintain the delivery vehicles, VHU Express contracted with (b) (4), who pays (b) (4) of the Amazon invoice. Once Amazon pays the invoice to (b) (4), they will then pay the remaining (b) (4) less their fee of 2.5% on that invoice to VHU Express. According to Mrs. Bythewood, she stated that Amazon was not paying any of invoices which in turn let to (b) (4) not paying the (b) (4) of any invoices submitted to Amazon. Mrs. Bythewood stated she was meeting at 6:00pm via teleconference with Amazon and (b) (4) to try to resolve the issue of the outstanding invoices not paid.

On February 22, 2016, a conversation was held with ADD Nicolas Ratmiroff about the situation of the missed payrolls and that joint employment has been established with Amazon Logistics. ADD Ratmiroff stated to send a MODO inquiry to Seattle DO about Amazon Logistics and to contact (b) (4) (b) (4) to confirm what Mrs. Bythewood is stating.

On Tuesday, February 23, 2016, WHI (b)(6)&(7)(C) received a call from the Seattle DO (b)(6)&(7)(C) (b)(6)&(7)(C). They stated they wanted WHI (b)(6)&(7)(C) to send the 7 factors for joint employment between VHU Express and Amazon Logistics. They also stated that a call to Amazon was permitted and to discuss the liability due to the workers.

WHI (b)(6)&(7)(C) left messages with (b)(6)&(7)(C) (Amazon-Financial Comptroller-Eastern Region) and (b)(6)&(7)(C)-VP Operations) on 2/24/16 and 2/25/16 with no response. WHI (b)(6)&(7)(C) sent an email to ADD Ratmiroff stating that we might want to get data to the RSOL-possible JRC to determine next course of action. ADD Ratmiroff forwarded data to the Regional Office informing of the situation. They stated they would need the narrative for review, back wage comps completed, will determine the course of action needed and will discuss on the next available JRC call.

On February 25, 2016, WHI (b)(6)&(7)(C) spoke Lisa Bythewood who stated that (b) (4) will be releasing some funds that they have received by Friday or Monday of next week. WHI (b)(6)&(7)(C) also spoke to (b)(6)&(7)(C), (b)(6)&(7)(C), to confirm this information and to also discuss the issues with Amazon. (b)(6)&(7)(C) stated that he sent in forensic accountants to VHU Lending to review invoices and to try to provide a good dollar amount to Amazon that is still outstanding and needs to be paid. He said they should have a good dollar amount by next Wednesday and will call with that figure.

WHI (b)(6)&(7)(C) spoke to Attorney Neil Alexander from Littler Mendelson who is representing Amazon on Friday, February 26, 2016. WHI (b)(6)&(7)(C) informed of the issues surrounding the violations and he stated that they would like to resolve the issues with any and all outstanding invoices. When WHI (b)(6)&(7)(C) discussed the variables with Amazon changes to their accounts payable and accounts receivable departments such as:

- Amazon instituting a new accounting software system that they are still troubleshooting
- Initiated a new invoice calculator and they had some issues with implementation
- Amazon moved their accounts payable department to India which has caused some transition issues and also has impacted timing and communication
- Amazon has restructured their finance department
- The Financial Comptroller-Eastern Region, (b)(6)&(7)(C), is new to the position
- Each site manager (4 of them) is new

Mr. Alexander stated they wanted to resolve this issue in any way possible and will speak to his client about possible funding of the invoices. A conference call was set up for Tuesday, March 1, 2016 at 1:30pm. He suggested that perhaps DOL can receive and distribute the funds to all missed payroll employees.

On March 1, 2016, WHI (b)(6)&(7)(C) spoke to Mr. Alexander. He stated that Amazon wanted to resolve the issue and ensure the workers were paid. He stated they are working with (b) (4) to try to reconcile the invoices and to make payments so that the workers can get paid. Also, a call was made to (b)(6)&(7)(C) to inform him that Amazon would like to resolve the issues. He stated he would call their attorney to see if he could work this immediately.

Mr. Alexander called WHI (b)(6)&(7)(C) on March 3, 2016. He stated Amazon wants to pay the back wages by next week and in his opinion, (b) (4) is holding out to try to obtain the funds since they have such a deficit with the money they have lent to VHU Express. Mr. Alexander is concerned that if the money went to (b) (4) or VHU Express, the workers will not be paid. WHI (b) (4) removed the VHU Express employees who worked in Tampa only (not on the Amazon work order) from the WH-56, Summary of Unpaid Wages and sent via email to Mr. Alexander. He stated that he received the WH-56 and will work with Amazon diligently to get a check cut for the entire total and the

Department will disburse the funds to the workers.

On Monday, March 7, 2016, WHI (b)(6)&(7)(C) received a letter from Attorney Brian H. Pollock, Fair Law Firm in Miami, Florida. This letter provided a list of 12 workers who choose to exercise their private right of action and is suing Mr. & Mrs. Bythewood for any and all wages due to them. These workers were removed from the WH-56 and Mr. Alexander was informed of who the workers are so that when they submit a check for the back wages due, these workers will be removed.

Mr. Alexander also stated that Amazon is in the process of cutting the check for the entire amount due in back wages for the (b) (4) workers and that this check will be sent via UPS by Tuesday, March 08, 2016. He also sent a letter stating that although Amazon has agreed to pay the workers, they are not joint employers and expressly deny any joint employment involvement stating that VHU Express, Inc. is an Independent Contractor Service Provider.

Mr. Alexander has agreed to pay the back wages due to the workers who performed worked on the Amazon work order.

Liquidated damages were not computed on this case as this is the first time Amazon Logistics, Inc. has been confronted with the joint employment factors and the attorney for the firm confirmed that Amazon Logistics, Inc. believed that VHU Express, Inc. was an independent contractor on its own right and therefore not responsible for the back wages until DOL pointed out that Amazon Logistics, Inc. economic reality is that the core of the business is done by their delivery services, and all the other factors listed above make them a joint employer. Neil Alexander, attorney for Amazon Logistics, Inc. discussed each of the above factors with ADD Nicolas Ratmiroff on a telephone conversation Friday March 4th, 2016. Mr. Alexander was informed that even if not admitted by Amazon that these employees are jointly employed, Amazon has been informed of the factors and Amazon's responsibility. In all future cases with this issue, LDs should be considered.

Civil Money Penalties for violations of Sections 206 & 207 were discussed. The employer understood that in the event that the Department of Labor conducts another investigation of any of the employer's establishments and violations of Section 206 & 207 are found, Civil Money Penalties can be imposed as repeated or will full violation and the employer understood. Employer was informed that the potential of

Civil Money Penalties exists even after payment of back wages and that the determination of appropriateness and amounts of Civil Money Penalties is made at the supervisory level and that the employer will be advised in writing when determination regarding Civil Money Penalties has been reached.

Recommendations:

Recommend that once the back wages are paid and the final proof of payment is received, this case be administratively close.

(b)(6)&(7)(C)

Wage Hour Investigator

March 8, 2016

Publications provided the employer:

- The Fair Labor Standards Act of 1939, as Amended
- Child Labor Requirements in Nonagricultural Occupations Under the Fair Labor Standards Act
- 29 CFR 516, Records to be Kept by Employers
- 29 CFR 541, Defining the Terms "Executive," "Administrative," "Professional" and "Outside Salesman"
- 29 CFR 778, Overtime Compensation
- 29 CFR 785, Hours Worked

- Employment Relationship Under the Fair Labor Standards Act, WH Pub 1297
- Fact Sheet #33-Residential Care Facilities (Group Homes) Under the FLSA
- Notice to Employees, Federal Minimum Wage, WH Pub 1088
- Notice, Employee Polygraph Protection Act, WH Pub 1462
- Family and Medical Leave Act of 1993 (Poster)
- FMLA Fact Sheet 28D